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Jefferson County Board of Education and Jefferson County Teachers Association (1979)

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Jefferson County Board of Education and Jefferson County Teachers Association (1979)

Keywords

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Comments

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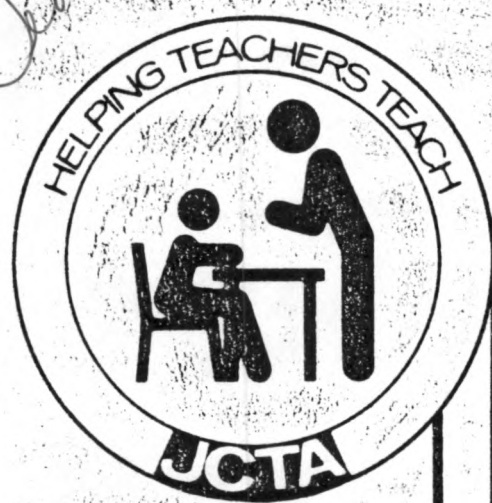
Teachers!

All Covering Teachers 1st

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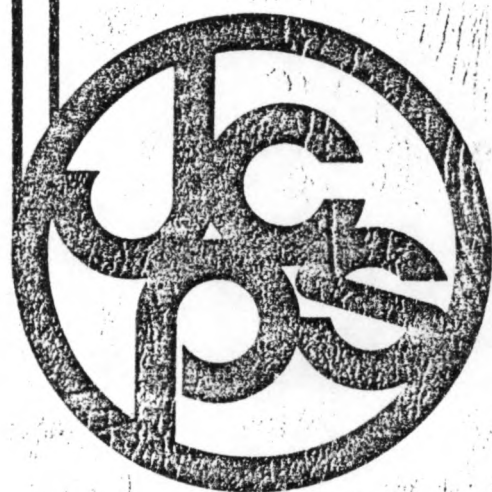


Handwritten signatures and scribbles.

1979-1982

AGREEMENT

BETWEEN THE
JEFFERSON
COUNTY
BOARD
OF EDUCATION
AND THE
JEFFERSON
COUNTY
TEACHERS
ASSOCIATION



Handwritten signature.

9-10-81

X-8/82

Name

JCBE/JCTA AGREEMENT, 1979/82

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PREAMBLE

The Jefferson County Board of Education and the Jefferson County Teachers Association do hereby agree that the welfare of the children of Jefferson County is paramount and will be promoted by both parties.

This Agreement is made and entered into by and between the Board of Education of Jefferson County, Kentucky, hereinafter called the "Board," and the Jefferson County Teachers Association (an affiliate of the Kentucky Education Association and the National Education Association), hereinafter called the "Association"; the Board and the Association when jointly referred to are hereinafter called the "Parties."

Therefore, the Parties mutually and in good faith agree to the following -

ARTICLE I - DEFINITIONS

As used in this Agreement the following definitions apply:

1. Board means the Board of Education of Jefferson County, Kentucky.
2. Association means Jefferson County Teachers Association.
3. Members or membership means only teachers belonging to the Association.
4. Days when used in this Agreement refer to school calendar days.
5. Worked Days means those days which the teacher is on duty.
6. Certificated Personnel means those persons holding positions for which certificates may be issued except substitutes and superintendents as defined under applicable state laws and who are employed by the Board.
7. Teacher means any certificated person who is represented by the Association.
8. Superintendent means the Superintendent of Schools of Jefferson County, Kentucky.
9. Negotiations means a process and a method that provides for the Board and the Association to negotiate on matters of mutual concern, to reach agreement on such matters, and to make provisions for resolving disagreement in the event of impasse.
10. Temporary Appointee means a substitute who has taught in a single position for more than thirty (30) consecutive days.
11. Special Education Pupil means a pupil covered under the provisions of PL 94-142
12. Seniority shall be computed from a teacher's first compensable day as a regular teacher in the Jefferson County Public Schools. The following shall be used in sequence as necessary to break ties -
 - a. Date of Board action to employ
 - b. Date of Contract received by the Board
 - c. Date official job offer received by the Board
 - d. Date official job offer accepted
 - e. Date of issuance of official job offer
 - f. Date of receipt of most recent application
13. SBARC means the School Based Admissions/Release Committee.

ARTICLE II - RECOGNITION

The Board recognizes the Association as a representative of the certificated personnel in the district who are teachers as defined in Article I - Definitions. The job categories of Superintendent, Chief Deputy

1 Superintendent, Deputy Superintendent, Assistant Superintendent, Regional
2 Superintendent, Treasurer, Director, Assistant Director, Coordinator,
3 Specialist, Principal, Assistant Principal, Head Teacher, Counselor and any
4 other position for which the district requires certification in administration
5 or supervision and/or for which the pay is calculated on the teachers' salary
6 schedule plus the administrators' addendum including Acting and Intern are
7 specifically excluded from this recognition.
8
9

10 ARTICLE III - SCHOOL BOARD AUTHORITY/MANAGEMENT RIGHTS AND RESPONSIBILITIES

11
12 Section A The Board hereby specifically retains and reserves unto itself,
13 the Superintendent, the principals/school center heads, and other
14 administrative personnel of the school district all powers, rights, authority,
15 duties and responsibilities, and the exercise thereof, as conferred upon and
16 delegated to and vested in them by the Constitution and the Law and Regulations
17 of the United States of America and the Commonwealth of Kentucky except as
18 otherwise specifically provided for in this Agreement.
19

20 Section B All school management personnel shall carry out the following
21 responsibilities:
22

- 23 1. Adhering to the provisions of this Agreement.
- 24
- 25 2. Complying with the Board's rules and regulations which are necessary
26 to implement the provisions of this Agreement.
27

28 ARTICLE IV - ASSOCIATION RIGHTS AND RESPONSIBILITIES

29
30 Section A The Parties agree that the Association as representative of
31 teachers shall have the right to use the district courier service and teacher
32 distribution boxes for the purpose of distributing Association communiques to
33 teachers. Such communiques shall be considered personal and shall not be opened
34 by any person other than the addressee. The Association shall have the
35 privilege of posting notices of the activities and matters of Association
36 concern on teacher bulletin boards, at least one of which shall be provided in
37 each school center.
38

39
40 Material endorsing or opposing a political position or a candidate for
41 public office, material which encourages teachers to violate any law or this
42 Agreement, or material which has as its effect the interfering with teachers'
43 rights guaranteed by law or this Agreement shall not be distributed through the
44 district courier service or teacher distribution boxes nor distributed in any
45 manner which would interfere with or interrupt normal school operations or
46 posted in any school centers by the Parties or any of their agents.
47

48 The Association shall provide in advance to the office of the
49 Superintendent or designee four (4) copies and to the office of the principal or
50 school center head one (1) copy of any material to be distributed or posted.
51

52 Section B The Association shall have the right to use school centers for
53 meetings at reasonable times before or after the teachers' normal workday,
54 scheduling such use in advance with the principal or school center head. Should
55 special custodial services be required or should there be any damage in excess

1 of the normal wear the Board shall make a reasonable charge for such services or
2 damage. The Association shall hold the Board harmless against any claims, legal
3 or otherwise, arising out of such use provided the Association is given the
4 opportunity to provide all necessary legal services to defend such claims.
5

6 Section C Full-time staff employed by the Association, the Association
7 president or identified designee and Association building representatives and
8 grievance representatives exclusively shall have the right to transact official
9 legal Association business on school property at such reasonable times as will
10 not interfere with or interrupt normal school operations. The Association shall
11 provide the Superintendent or designee and each principal or school center head
12 with a list of persons serving in these capacities and maintain its currency.
13 The list provided to each principal or school center head need not contain the
14 names of building and grievance representatives from other school centers.
15

16 Section D The Association building representative shall upon request be
17 given time prior to or after each faculty meeting for brief announcements. The
18 school communication system shall be made available according to procedures of
19 the school center for use by an Association building representative to make
20 brief announcements concerning meetings. The building representative shall be
21 provided a school center roster showing the names, addresses, and assignments of
22 all teachers, except that a teacher's address may be withheld at the request of
23 the teacher.
24

25 Section E The Board shall provide to the Association upon request a copy
26 of the official agenda in advance of its meetings except for those items
27 privileged by law. The Board shall make available for inspection to the
28 Association upon request any information available to the public. The Parties
29 shall make available upon written specific request to each other any statistics
30 and records routinely compiled which are not confidential and which are relevant
31 to negotiations or necessary for the proper administration of the terms of this
32 Agreement.
33

34 Section F The Board agrees to deduct from the salaries of teachers an
35 amount equal to the membership dues of the Association and the National
36 Education Association and the Kentucky Education Association with which it is
37 affiliated, as said teachers individually and voluntarily authorize in writing
38 the Board to deduct and to transmit the monies to the Association or its
39 designated representative. The Association shall certify to the Board in
40 writing the current and proper amount of its membership dues at least thirty
41 (30) days prior to the requested initial deduction. Dues deductions shall
42 continue until revoked by the teacher in writing to the Board with a copy to the
43 Association on an Association approved form. The deduction shall be made in
44 eight (8) equal installments on the first pay day of each month October through
45 May.
46

47 When amounts have been correctly deducted and remitted by the Board the
48 Association shall hold the Board harmless against any claims, legal or
49 otherwise, for deduction of dues based on information furnished by the
50 Association if the Association is given the opportunity to provide all necessary
51 legal services to defend such claims.
52

53 Section G The Parties encourage the principal or head of each school
54 center and the Association building and grievance representative(s) to meet
55 bimonthly to discuss implementation of the provisions of this Agreement and
other items of mutual concern.

1 Section H The Superintendent and/or designee and the Association
2 president and/or designee shall meet at least bimonthly to discuss implemen-
3 tation of the provisions of this Agreement and other items of mutual concern.
4

5
6 ARTICLE V - TEACHER RIGHTS AND RESPONSIBILITIES
7

8 Section A The Board agrees there shall not be any discrimination against
9 any teacher by reason of race, creed, color, marital status, sex, physical
10 handicap, age, national origin, whether or not said teacher is a member of the
11 Association.
12

13 Section B The Association agrees not to discriminate with regard to
14 representation of teachers in the administration of this Agreement or with
15 regard to terms and conditions of membership because of age, sex, physical
16 handicap, race, marital status, color, creed or national origin.
17

18 Section C The Parties agree that the provisions of this Agreement shall be
19 applied to all teachers without discrimination on the basis of membership or
20 non-membership in the Association.
21

22 Section D Nothing contained herein shall be construed to deny or restrict
23 any rights any teachers may have under the Constitution and Laws of the United
24 States or of the Commonwealth of Kentucky.
25

26 Section E No adverse action of any kind shall be taken by the Board or any
27 of its agents against any teacher for reason of participation in negotiations,
28 the administration of this Agreement, the performance of duties or the exercise
29 of the rights of citizenship. No adverse action of any kind shall be taken by
30 the Association or any of its members or agents against the Board, the
31 Superintendent or other administrators for reason of participation in
32 negotiations, the administration of this Agreement, the performance of duties,
33 or the exercise of the rights of citizenship.
34

35 Section F The private life of a teacher is not within the appropriate
36 concern or attention of the Board except when it adversely affects fulfillment of
37 the teacher's professional responsibility.
38

39 Section G: A teacher may not be required to carry out an order which is not
40 a part of the teacher's professional responsibility.
41

42 Section H No teacher covered under the terms of this Agreement shall be
43 disciplined, reduced in compensation, suspended for disciplinary reasons,
44 terminated, or adversely evaluated without just cause. To have just cause the
45 Board or its agents must comply with the following:
46

- 47 1. The teacher has had opportunity to have foreknowledge of the possible
48 or probable disciplinary consequences of the conduct or performance.
- 49 2. The policy or rule is reasonably related to the orderly, efficient and
50 safe operation of the schools.
- 51 3. Before disciplining or terminating the teacher, a fair and objective
52 investigation was made to discover whether the teacher violated,
53 disobeyed or failed to comply with the policy or rule and the decision
54 was based on substantial evidence or proof.
55

1 4. The policy, rule or penalty was applied equitably and without
2 discrimination.

3
4 5. The degree of formal discipline or the termination of a teacher in a
5 particular case reasonably relates to (a) the seriousness of the
6 teacher's proven offense and (b) the record of the teacher's service
7 with the Board.

8
9 All information forming the basis for disciplinary action will be made available
10 to the teacher.

11
12 Section I Any teacher who is to be reprimanded in writing or formally
13 disciplined by the Board or its agents shall have the right to a meeting with the
14 Superintendent or designee. A representative of the Association may be present
15 when requested by the teacher. Any teacher who is to be reprimanded in writing
16 shall have the right to a meeting with the person issuing the written reprimand.

17
18 Section J Any complaint made against a teacher which may be used in any
19 manner to adversely affect the teacher shall be first promptly called to the
20 attention of the teacher. The teacher must be afforded an opportunity to answer
21 the complaint and meet with the complainant within two weeks of receipt of the
22 complaint in order to clarify the situation.

23
24 In order for the complaint to be made a matter of record, the principal or
25 appropriate administrator must then discuss the matter in a conference with the
26 teacher absent the complainant at which time the teacher may have a
27 representative of the Association present. A written summary of the conference
28 shall be made with a copy provided to the teacher who will have the opportunity
29 to make a written response for inclusion in the record. The written summary may
30 then be used to support a reprimand, if appropriate, or as a part of the next
31 formal written evaluation.

32
33 Section K All teachers shall carry out the following responsibilities:

- 34
35 1. Complying with the Board's rules and regulations which are not
36 inconsistent with this Agreement.
37
38 2. Adhering to the provisions of the Agreement.

39
40
41 ARTICLE VI - ACADEMIC FREEDOM

42
43 The Parties agree that academic freedom is an integral part of the
44 attainment of educational goals of the Jefferson County Public Schools.

45
46 Section A The Parties agree that young people should be educated in the
47 democratic tradition, which fosters a recognition of individual freedom and
48 social responsibility, inspires meaningful awareness of and the respect for the
49 Constitution and Laws and instills appreciation for the value of individual
50 personality. It is recognized that these values can best be transmitted in an
51 atmosphere which is free from censorship and artificial restraints upon free
52 inquiry and learning, and in which academic freedom is encouraged and enjoyed.

53
54 Section B In performing their teaching duties, teachers shall strive to
55 provide students opportunity to investigate all facets, sides, and/or opinions

1 of and about any and all topics and materials introduced or presented including
2 those which are or may be of a controversial nature. Such material presented to
3 students must be relevant to the course and appropriate to the maturity level
4 and intellectual ability of the students. The teacher shall permit the
5 expression of the views and opinions of others and encourage each to form
6 individual views and opinions through such procedures. Teachers shall at all
7 times strive to promote tolerance for the views and opinions of others and for
8 the privilege of individuals to form and hold differing views and opinions.
9

10
11 ARTICLE VII - STUDENT DISCIPLINE
12

13 Section A The Parties endorse and agree to effectively carry out the
14 Uniform Code of Student Conduct dated August 1979 and adopted by the Board. The
15 Association shall be a party to any evaluations and necessary revision of this
16 Code.
17

18 Section B Principals and school center heads shall review annually with
19 teachers the procedures and provisions of the Uniform Code of Conduct.
20

21 Section C The provisions of the Uniform Code of Student Conduct shall be
22 subject to the Grievance Procedure.
23
24

25 ARTICLE VIII - TEACHER EVALUATION
26

27 The performance of all teachers shall be evaluated according to procedures
28 developed by the Board or its agents. Such procedures shall be limited by the
29 provisions of Section A. Upon the observation of significant deficiencies in
30 work performance the provisions of Section B or C, whichever is applicable,
31 shall be followed in addition to those in Section A. Any evaluation used as a
32 basis for adverse action shall be conducted according to Section B or C in
33 addition to Section A.
34

35 Section A General Evaluation Procedure
36

- 37 1. All monitoring or observation of work performance of a teacher shall
38 be conducted openly and with full knowledge of the teacher.
39
- 40 2. All evaluations shall be in writing. If evaluation forms not
41 requiring narrative style are used they shall be jointly designed by
42 the Parties.
43
- 44 3. Observation by the evaluator shall be required prior to the evaluation
45 of a teacher's classroom work performance.
46
- 47 4. Evaluations shall acknowledge the strengths of teachers, as well as
48 deficiencies, and shall note all data used to support the conclusions
49 made by the evaluator. The evaluator shall make a fair and objective
50 effort to determine whether deficiencies have been corrected.
51
- 52 5. Teachers shall be evaluated only by appropriate administrators with
53 rating authority in compliance with state law and regulation.
54
55

- 1 6. The evaluator shall take into consideration and note in writing any
2 circumstances that may adversely affect a teacher's performance.
- 3
- 4 7. Student test scores may be used to evaluate achievement and progress
5 of students and the district's instructional program; however, these
6 scores shall not be used in any way to evaluate the work performance
7 of teachers unless they agree voluntarily.
- 8
- 9 8. A conference shall be held between the evaluator and the teacher after
10 the written evaluation is received by the teacher.
- 11
- 12 9. The teacher shall be notified in advance of the time and date of one
13 (1) observation for evaluative purposes.
- 14

15 Section B When significant deficiencies in work performance have been
16 observed:

- 17
- 18 1. They shall be noted in writing and discussed with the teacher in a
19 conference.
- 20
- 21 2. The evaluator shall observe the teacher's work performance a minimum
22 of three 45-minute periods within a nine-week period (45 worked days)
23 beginning with notification. For the teacher not assigned to a
24 classroom, the evaluator must observe the work performance of the
25 teacher for three 45-minute periods when the teacher is fulfilling the
26 teacher's job responsibilities.
- 27
- 28 3. Each observation shall be followed by an evaluator/evaluatee
29 conference within the first five (5) days the teacher is at work
30 following the observation.
- 31
- 32 4. The evaluator shall identify professional staff services and/or
33 materials which the teacher may use to help correct the identified
34 deficiencies. There shall be identified at least one (1) professional
35 staff person who will not evaluate the teacher.
- 36
- 37 5. The evaluator shall summarize the observations and conferences in
38 writing and provide a copy to the teacher.
- 39

40 Section C Exception

41
42 When a significant deficiency in work performance is reoccurring but does
43 not lend itself to 45-minute observations, the evaluator shall note the
44 deficiency in writing and hold a conference with the teacher to discuss the
45 deficiency, identify professional staff services and/or materials and to
46 establish a specific timeline of no longer than 45 worked days for correcting
47 the deficiency. Periodic conferences shall take place within the specified time
48 to assess progress towards correcting the deficiency. At the end of the
49 specified timeline the evaluator shall write a summary of the conferences and
50 provide a copy to the teacher.

51
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55

ARTICLE IX - PERSONNEL FILES

Section A Contents

1. No documents except those listed below shall be placed in a teacher's personnel file:
 - a. Certification, Ranks under Foundation Program
 - b. Change of Status forms, Re-Election forms, Requests/Approvals of Leaves of Absence and correspondence relating to such requests
 - c. Transcripts, Official Notifications from Universities/Colleges
 - d. Applications, Letters of Application, Health Data, Verification of experience and training, Retirement System Membership Application
 - e. Resume
 - f. Contracts of employment, Job Offers, Acceptance of Job Offers
 - g. Confidential information (See Section A 3)
 - h. Evaluations, Complaints which have been made a matter of record (See Article V Section J, Teacher Rights and Responsibilities), Reprimands, Commendation
 - i. Previous employment data
 - j. Professional Staff Data forms
 - k. Salary cards
2. A teacher may within ten (10) days after receipt of an evaluation, complaint or reprimand file a written response to the document. The teacher shall provide a copy of the response to the originator of the evaluation or reprimand and a copy to the Division of Personnel Services for attachment to the document. The teacher shall provide a copy of the response to a complaint to the principal or immediate supervisor and a copy to the Division of Personnel Services for attachment to the complaint.
3. All references and information originating outside the school system on the basis of confidentiality, references and letters of recommendation obtained within the system in the process of recommending the teacher for employment or change in position shall not be available for review by the teacher. This is the only confidential information that may be kept in the personnel file.
4. There shall not be established a separate confidential file.

1 Section B Review of File

- 2
- 3 1. Except for the confidential contents therein, a teacher may examine
- 4 the personnel file upon request. A Division of Personnel Services
- 5 representative must be present when the file is reviewed.
- 6
- 7 2. A teacher may request and shall receive at the teacher's expense a
- 8 reproduction of any item in the personnel file, exclusive of the
- 9 confidential contents.
- 10
- 11 3. A teacher may have a representative of the Association present at any
- 12 time the personnel file is being reviewed by the teacher.
- 13

14

15 ARTICLE X - TEACHING LOAD AND DUTY HOURS

16

17 Section A The normal weekly teaching load in the senior high schools,

18 middle schools (including junior divisions of senior high schools), and special

19 school centers (except special education centers) will be no more than twenty-

20 five (25) teaching periods or equivalent time, and five (5) preparation periods.

21 If a school center is structured so that it has more or less than six periods in

22 a school day, the teachers will be provided no less than fifty (50) consecutive

23 minutes for planning. A supervised study or lunch period or similar duty of

24 equivalent time shall be considered a teaching period for which volunteers will

25 be given priority.

26

27 Section B Because of pupil arrival/departure times and programmatic

28 requirements there must be provisions for flexibility from school center to

29 school center and within school centers in establishing teachers' duty hours.

30 Principals shall first seek volunteers for early and late duty. If there are

31 not enough volunteers the principal shall assign teachers on a fair and

32 equitable basis.

33

34 The normal duty hours of teachers, except for elementary, social workers,

35 regional resource teachers, special instructional assistants and other such

36 teachers shall not exceed seven (7) consecutive hours in length including a

37 duty-free lunch period. The normal duty hours of elementary teachers shall not

38 exceed six (6) hours and fifty (50) minutes including duty-free lunch periods

39 except that these teachers may be scheduled for an additional length of time up

40 to ten (10) minutes on a rotation basis immediately preceding or following

41 normal duty hours as needed for the supervision of pupils.

42

43 The normal duty hours of social workers, regional resource teachers,

44 special instructional assistants in school centers, and other such teachers

45 shall not exceed seven and one-half (7½) consecutive hours in length including a

46 duty-free lunch period.

47

48 Upon notification to the school center office and approval by the principal

49 or school center head a teacher may leave the premises during duty hours.

50

51 Section C Routine matters should be handled in such a way (written

52 communications, announcements, etc.) as to permit optimum use of faculty meeting

53 time for discussion, planning, and evaluation of the school center's program.

54 An agenda shall be distributed at least one day in advance of regularly

55 scheduled faculty meetings. Required teacher attendance at faculty meetings or

1 meetings with other professional staff after duty hours shall not exceed four
2 (4) hours per month or a total of twenty-seven (27) per year.

3
4 Section D Teachers shall upon request attend one (1) Open House meeting
5 per year. Attendance at all other meetings and all other duties beyond the
6 teachers' normal duty hours shall be voluntary except for SBARC meetings and
7 parent conferences which shall be scheduled when possible to take place within
8 normal duty hours.

9
10 Section E Teachers in the senior high schools and middle schools
11 (including junior divisions in the senior high schools) shall not be required to
12 have more than three (3) teaching preparations concurrently during any one major
13 grading period except in CORE where the number of teaching preparations may not
14 exceed four (4). Certain combinations of pupil enrollment and staff allocation
15 patterns may necessitate a split CORE teaching schedule for which the principal
16 shall provide an opportunity for teachers to volunteer for this assignment. A
17 concerted effort shall be made to avoid assigning teachers split CORE for two
18 (2) consecutive years.

19
20 Principals or heads of school centers shall make every reasonable effort to
21 keep to a minimum the number of different courses taught per teacher.

22
23 Section F Beginning as soon as possible within the 1979/80 school year
24 elementary teachers shall be normally provided at least one hundred (100)
25 minutes preparation time per week.

26
27 Section G All teachers shall have a duty-free lunch period of at least
28 twenty (20) minutes.

29
30 Section H The Parties recognize that a teacher's primary responsibility is
31 to teach. The school day shall be organized toward insuring that the energies
32 of the teacher are used primarily to this end. Every reasonable effort will be
33 made to contain and reduce non-instructional duties through the use of all
34 available school resources.

35
36 Section I Teachers shall not be required to give medication to students
37 unless they have been provided with specific written instructions and training
38 where appropriate and with signed notarized requests by parents or guardians.

39
40 Section J The Board shall maintain a program to provide substitutes for
41 teachers when they are absent. This provision shall not apply to providing
42 substitutes for social workers, consulting teachers, reading and math resource
43 teachers, PATS teachers, special instructional assistants, speech and hearing
44 impaired teachers, middle school and high school and special school center
45 librarians, teachers assigned to regional offices, elementary special education
46 resource teachers, federal program/grant award teachers, and other such
47 teachers.

48 49 50 ARTICLE XI - CLASS SIZE

51
52 Section A: The Parties agree that the following are important factors in
53 establishing class size:
54
55

1. The range of pupil age and achievement levels.
2. The pupil enrollment in achievement levels and courses.
3. The exceptionality of special education pupils enrolled in regular program classes.
4. The number of available useable pupil stations.
5. The appropriateness of the facility to the curriculum and methods of instruction to be used.
6. The availability of equipment for adequate teacher demonstration and pupil use.
7. Conditions which affect the health, safety and supervision of pupils.
8. The financial resources of the district.

Section B Pupil class size after the 20th pupil day from the beginning of the school year will not exceed the standards set forth by the state and regional accrediting agency and association with maximum limits established as follows unless the teacher agrees.

1. Elementary Schools

Kindergarten	-	25
Grade 1	-	28
Grades 2/3	-	30
Grades 4/6	-	32
Exceptions - art, music, and physical education		

2. High Schools/Middle Schools

Vocational	-	27	
Individual	-	35	(maximum daily load of 150 pupils)
Physical Education	-	50	
Typing	-	40	
Exceptions - Choral and instrumental music			

3. Special Education

<u>Exceptionality</u>	<u>Self Contained</u>	<u>Resource Room</u>	<u>Itinerant</u>
Severe/Profound	- 8		
TMH	- 12		
EMH	- 18	20*	
LD	- 8	15*	
BD	- 8	15*	
Speech		75**	75
HI	- 6	8	10
VI	- 10	10*	10.

1 Special Health - 15
2 Homebound - 10
3 Hospital - 10
4 Multiple Handicapped - 10
5
6 *No more than 8 pupils at any one time
7 **No more than 50 pupils at Churchill Park, Tully and Valley Special
8 Education Centers
9

10 4. Vocational Schools

11 Individual class 20

12
13 Section C The maximum limits for split grade classes shall be those
14 established for the lowest grade in the class.
15

16 Section D The Parties agree that further reductions in pupil class size
17 are desirable and every reasonable effort will be made to make such reductions.
18

19 Section E Every reasonable effort will be made to keep the number and
20 range of elementary pupil instructional achievement levels to a minimum.
21

22 Section F Optimum consideration shall be given to the number of special
23 education pupils mainstreamed into regular classes in determining class size and
24 balancing workload.
25

26 Section G The Parties agree that for determining class size and school
27 funding the weighted pupil concept is important and will encourage the
28 legislature to adopt a funding formula that recognizes this concept.
29
30

31 ARTICLE XII - TEACHING MATERIALS AND FACILITIES
32

33 Section A The Parties recognize that optimum school facilities for both
34 students and teachers are desirable to enhance a high quality of education.
35 Appropriate texts, library reference materials, maps and globes, laboratory
36 equipment, audio-visual equipment, art supplies, physical education equipment,
37 current periodicals, lesson plan books, standard tests and questionnaires, and
38 similar materials are the tools of the teaching profession.
39

40 Section B Teachers shall be provided with materials and facilities for
41 lesson preparations and other assigned duties. The Board shall provide for
42 teachers the following:
43

- 44 1. Access to duplicating services for the preparation of instructional
45 materials.
46
47 2. Chalk boards and bulletin boards where applicable.
48
49 3. Curriculum guides and desk copies of textbooks and workbooks required
50 for classes which will remain the property of the Board and shall be
51 returned; however, desk copies of state adopted textbooks shall be in
52 the form of teachers' manuals beginning with the 1978/83 state
53 adoption and each successive adoption thereafter.
54
55

- 1 4. Classrooms or workspace as defined and approved according to state
2 regulations.
- 3
- 4 5. Records books, lesson plan books, paper supplies, chalk, erasers and
5 other such supplies and materials required by the Board in daily
6 teaching responsibilities including materials for art, music, and
7 physical education in the elementary schools.
- 8
- 9 6. Custodial care and maintenance.
- 10
- 11 7. Access to a telephone.
- 12
- 13 8. Restoration of teaching areas damaged by vandalism or other causes.
- 14

15 Section C The Board will make every reasonable effort to provide for
16 teachers:

- 17 1. Lockable desk and storage space where applicable.
- 18
- 19 2. Lounges and restrooms for which they will be expected to exercise
20 reasonable care.
- 21
- 22 3. Parking facilities (preferably off-street).
- 23
- 24 4. A system whereby teachers can effectively and expeditiously
25 communicate with the school office in the event of an emergency.
- 26
- 27 5. Television receivers for supplementary instructional purposes where
28 practicable.
- 29

30
31 Section D Teachers shall be provided an opportunity to request budget
32 expenditures for instructional materials and supplies.

33
34
35 Section E The principals or school center heads shall meet with the
36 teaching staff to discuss the school center budget.

37
38 Section F All teachers shall know the amount of money budgeted for their
39 classrooms at least 30 days prior to expending the money. Principals or school
40 center heads shall provide the teaching staff with information on the amount of
41 money budgeted for instructional purposes prior to expending the money.

42
43 Section G Upon the request of teachers, principals shall install drink and
44 snack vending machines in the lounges or other suitable locations.

45
46 Section H Principals or school center heads will designate a smoking area.

47 48 49 ARTICLE XIII - SAFETY

50
51 Section A The Parties agree that it is the responsibility of the Board to
52 provide and maintain a safe place of employment. Consistent with the teacher's
53 assignment, it is the responsibility of the teacher to report observed unsafe or
54 hazardous practices or conditions. The principal or immediate supervisor will
55 contact duly qualified personnel who will in turn make a timely inspection and

1 take steps to remedy the condition. Teachers shall not be required to work
2 under reported conditions found to be detrimental to their health, safety or
3 well-being.
4

5 Section B Teachers shall not be required to perform tasks which endanger
6 their personal health, safety or well-being and/or the personal health, safety
7 and well-being of their pupils.
8
9

10 ARTICLE XIV - TEACHER ASSIGNMENT 11

12 The Parties agree that the Board and its agents have and retain the legal
13 right to assign teachers to carry out its duties and responsibilities under
14 federal and state laws and regulations and court orders subject to the
15 provisions of this article.
16

17 Section A In high schools and middle schools the principal or school
18 center head after consulting with the department head will decide which courses
19 to offer in each department. The principal shall have the responsibility and
20 the authority to assign teachers within a school center to a department(s) based
21 upon the following criteria:
22

- 23 1. seniority
- 24 2. certification
- 25 3. preference
- 26 4. measurable teacher capabilities
- 27 5. needs of educational program
- 28 6. balance of workload

29 The principal after meeting with members of a department to discuss
30 application of the above mentioned criteria shall apply the criteria in
31 determining class assignments.
32
33

34 Section B In the elementary school the principal will meet with the
35 teachers in the school center to determine any changes in the assignment of
36 teachers to each grade level(s). Assignments will be made using the following
37 criteria:
38

- 39 1. seniority
 - 40 2. certification
 - 41 3. preference
 - 42 4. measurable teacher capabilities
 - 43 5. needs of educational program
- 44
45
46
47
48
49
50
51
52
53
54
55

1 6. balance of workload
2

3 Section C Teachers shall be given written notice of their intra-school
4 assignments for the forthcoming year not later than July 1. In the event that
5 changes in these assignments are made after July 1, the teachers so affected
6 will be notified promptly of the unforeseen situation.
7

8 Section D Teachers will not be assigned, except temporarily or for good
9 cause, outside the scope of their teaching certificates or their major or minor
10 fields of study unless they agree.
11

12 Section E When teachers are involuntarily assigned to a position outside
13 the scope of their teaching certificate they will be given an opportunity for
14 assignment to a position for which they are properly certificated when vacancies
15 occur.
16

17 Section F In arranging schedules for teachers who are assigned to more
18 than one school center the amount of inter-school travel will be limited.
19 Teachers who are assigned to more than one school in a school day will receive
20 mileage reimbursement consistent with the Board approved rate and procedures.
21

22
23 ARTICLE XV - TEACHER TRANSFERS
24

25 The Parties agree that the Board and its agents have and retain the legal
26 right to transfer teachers to carry out its duties and responsibilities under
27 federal and state laws and regulations and court orders subject to the
28 provisions of this article. A transfer may be requested by the teacher or may be
29 initiated by the Superintendent or designee. The provisions of Section A shall
30 apply except when transfers are made according to Section D.
31

32 Section A General Procedures
33

- 34 1. On May 1 of each school year and monthly through September there shall
35 be delivered to the Association and posted in all operating school
36 centers a list of all known teaching vacancies which need staffing for
37 the forthcoming school year. Prior to any teaching vacancies being
38 posted system-wide teachers within the school centers affected shall
39 have first consideration for said positions as per Article XIV,
40 Teacher Assignment. All postings shall be placed in prominent
41 positions in the school centers.
42
43 2. Teachers desiring to transfer to another school center shall file a
44 written request with the Division of Personnel Services no later than
45 May 15. Such requests shall include the organizational level(s)
46 and/or the area(s) for which the teacher is certificated and desires
47 to be assigned, the school center(s) (a maximum of three (3) in high
48 school, middle school, and special school centers and a maximum of
49 five (5) in elementary school centers) to which the teacher desires to
50 be transferred in order of preference, and the race of the teacher.
51
52 3. At the time the transfer is processed the highest preference available
53 will be granted to the teacher. The processing of a transfer removes
54 a teacher from the transfer list.
55

- 1 4. Teachers requesting transfers will be ranked on a list according to
2 their seniority as teachers in the Jefferson County Public Schools.
3 Teachers must resubmit requests each year by May 15 in order to remain
4 on the transfer list.
- 5
- 6 5. Any teacher who is designated as overstaff or who is returning from
7 leave of absence for which a specific position is not being reserved
8 will be placed in the proper ranking on the transfer list.
- 9
- 10 6. Transfers will be granted and vacancies staffed from the transfer list
11 according to the needs of the educational program, certification,
12 seniority, teacher preference, state laws and court orders.
- 13
- 14 7. Transfers shall be made from the transfer procedures contained in this
15 section through the final staff adjustment. After this time any
16 teacher who would have received a transfer based on the procedures
17 herein shall be granted the position at the beginning of the following
18 school year.
- 19
- 20 8. A teacher requesting a transfer must accept the transfer made prior to
21 the opening of school unless the teacher has previously notified in
22 writing the appropriate director in the Division of Personnel
23 Services of a desire to withdraw the request.
- 24
- 25 9. The Association will be provided a transfer list by June 15 of each
26 school year. The list shall include the teacher's name, seniority
27 date, race, transfer status, and assignment school centers requested.
- 28

29 Section B Transfers Resulting From Overstaff

- 30
- 31 1. Teachers may be declared overstaff in a school center as a result of
32 reduced pupil enrollment, educational program changes, or adjustments
33 in staff allocations. Teachers in school centers which are closed or
34 where the existing program is closed and a new program implemented may
35 be considered overstaff.
- 36
- 37 2. Principals or school center heads shall have the responsibility and
38 authority to designate teachers who are overstaff according to
39 certification and seniority. Teachers serving as athletic directors,
40 head football and head basketball coaches in the senior high schools
41 shall be exempt from this provision.
- 42
- 43 3. If within the time of the final staff adjustment period an opening
44 occurs in the school center from which a teacher was involuntarily
45 transferred, that teacher, if certified, shall be offered the
46 position.
- 47
- 48 4. Classroom teachers transferred involuntarily after the beginning of
49 the school term shall be provided one day to set up the classroom when
50 it has not previously been organized.
- 51

52 Section C Transfer of Itinerants

- 53
- 54 1. When the composition of a grouping of school centers changes because
55 of fluctuation in pupil enrollment, school closings, educational

1 programs, or adjustments in staff allocations, any teacher who was
2 assigned to a school in the previous grouping(s) shall be considered
3 for the new grouping(s) according to needs of the educational program,
4 certification, seniority, and teacher preference.
5

6 2. School center groupings not staffed by Section C 1 shall be
7 considered vacancies.
8

9 3. Teachers not assigned to school centers according to Section C 1 or
10 teachers applying for a voluntary transfer shall be placed on the
11 transfer list.
12

13 Section D The Superintendent or designee for good cause and extenuating
14 circumstances will execute transfers as may be necessary for the efficient
15 operation of the school district.
16

17 ARTICLE XVI - PROMOTIONS 18 19

20 The Parties recognize that assignments to promotional positions must be
21 consistent with and conform to state and federal laws and regulations, court
22 orders and affirmative action programs.
23

24 Section A Promotional and/or administrative positions are defined as
25 positions paid at a higher rate than the teachers' salary schedule or for which
26 a certificate in administration and/or supervision may be required.
27

28 Section B Promotional and/or administrative positions will be advertised
29 and posted in a prominent position in all schools. General qualifications,
30 range of compensation, and performance responsibilities will be clearly stated
31 in the posting.
32

33 Section C Teachers desiring to be considered for promotional positions
34 shall submit to the Division of Personnel Services such applications,
35 transcripts, evidence of professional experience, references and resumes as may
36 be required. The Division of Personnel Services shall acknowledge in writing
37 the receipt of all such applications.
38

39 Section D All qualified teachers shall be provided an opportunity to make
40 an application for administrative positions. Consideration shall be given to
41 the applicant's general qualifications according to the requirements of the
42 position.
43

44 Section E When the qualifications of applicants are equal for meeting the
45 requirements of first level administrative positions such as but not limited to
46 counselor and assistant principal, preference shall be given to applicants who
47 are already employed by the Board.
48

49 Section F Applicants for a specific position who are not to be recommended
50 by the Superintendent will be notified prior to Board action.
51
52
53
54
55

ARTICLE XVII - REDUCTION IN TEACHING STAFF

Any reduction in teaching staff shall conform to this article and federal and state laws and regulations and court orders.

Section A When reducing the teaching staff the following procedures shall apply:

1. The Superintendent/designee will meet with representatives of the Association to discuss the need for the reduction and the approximate number of possible positions prior to the individual personnel agenda recommendations being presented to the Board.
2. The Board shall suspend the contracts of the least senior teachers in the teaching fields affected by the reduction when the reason is decreased enrollment of pupils.
3. The Board will non-renew limited contracts of the least senior teachers in the teaching field affected by the reduction when the reason is other than a decrease in enrollment of pupils.
4. A continuing contract teacher shall not be suspended until all limited contract teachers affected by the reduction have been suspended or non-renewed.

Section B Teachers affected by the reduction in staff shall have the right of restoration in order of seniority to vacant teaching positions for which they are qualified or become qualified before these positions are staffed by new applicants. Continuing contract teachers shall be recalled prior to limited contract teachers.

Section C When there is a reduction in teaching staff teachers affected shall have the option at their expense to remain active participants in all Board and state paid insurance benefit programs to the extent they are available to the teachers from the carriers.

Section D When there is a reduction in teaching staff teachers affected may apply for employment as substitute teachers and shall be given preference before other substitute teacher applicants are employed.

Section E Teachers will be credited with unused accumulated sick leave and placed on the proper rank and step of the salary schedule upon return to active employment. They will not receive salary increment credit for non-active employment time nor will such time count toward acquiring continuing contract status.

Section F The Board will provide to the Association upon request the teachers' names, certification if in the computer, seniority dates and schools for all teachers with less seniority than the most senior teachers affected by the reduction in staff.

1 ARTICLE XVIII - INSERVICE/PROFESSIONAL IMPROVEMENT

2
3 Section A The Parties agree that teachers should use the resources
4 available through the Education Development Center (EDC), the Curriculum
5 Center, school and central office professional libraries, college and
6 university sponsored training programs, seminars, workshops and professional
7 publications. The Parties endorse teacher use of the Teacher Center for which
8 the Board serves as the fiscal agent.
9

10 Section B The Parties agree that continued accreditation by the Southern
11 Association of Colleges and Schools is desirable. During Southern Association
12 evaluations teachers will carry out assigned responsibilities as they pertain to
13 accreditation procedures. The teachers' responsibilities shall be assigned as
14 nearly equally among them as practicable.
15

16 Section C The Board will pay salary or stipend, and expenses to teachers
17 participating on an optional basis in courses, workshops, seminars,
18 conferences, inservice training and other such programs which teachers are
19 requested to take by the Board to the extent provided under federal and other
20 externally and internally funded programs.
21

22 Section D The Board will pay full salary to teachers participating in
23 workshop, seminars, conferences, inservice training and other such programs
24 where teachers are required by the Board to participate.
25

26 Section E Teachers are encouraged to participate annually in one or more
27 district-sponsored workshops, seminars, inservice training programs or such
28 other district-sponsored activities as will develop and strengthen their
29 capabilities and skills in carrying out assigned duties. The Board will assume
30 the cost of producing these activities. In the event these workshops, seminars,
31 inservice training sessions, or such district-sponsored activities are not held
32 during regular school time, Sections C and D of this article shall apply.
33

34 Section F Teachers are encouraged to secure membership in at least one
35 professional organization related to their major teaching area.
36

37 Section G Teachers who complete six (clock) hours of EDC approved
38 inservice credit shall be entitled to have one (1) flexible inservice day off.
39 Teachers not completing the minimum six (6) hours credit shall report to the
40 assigned location on the flexible inservice day.
41

42 Section H The Education Development Center, or its equivalent in the
43 district, shall establish a procedure for the purpose of receiving teachers'
44 suggestions in inservice training programs. The procedure shall include a
45 provision for a meeting with JCTA representatives. Activities on inservice days
46 left to the discretion of the local school shall be designed and planned after
47 the teaching staff has been provided with an opportunity to make suggestions.
48
49

50 ARTICLE XIX - ASSISTANCE IN ASSAULT

51
52 Section A Any case of assault on a teacher on or off school property when
53 the teacher is engaged in school business shall be promptly reported in writing
54 by the principal to the Director of Employee Relations.
55

1 Section B The Board shall provide legal counsel for the purpose of
2 advising the teacher of legal rights and to accompany the teacher in court
3 appearances. The Director of Employee Relations and legal counsel shall assist
4 the teacher by obtaining from the police and the principal relevant information
5 concerning the alleged offender and by acting in other appropriate ways as
6 liaison between teacher, school officials and police. This assistance is
7 intended to apply solely to the criminal aspect of any cases arising from such
8 assault.

9
10 Section C Time required for appearance in any criminal aspect of a legal
11 proceeding connected with an assault on a teacher sustained in the course of
12 employment shall be granted as leave and shall not be deducted from sick or
13 emergency leave days.

14
15 Section D There shall be no loss of wages to a teacher for work time lost
16 because of personal injury incurred from assault on the teacher while in
17 performance of teaching duties for a period up to and including forty-five (45)
18 days subsequent to the first day of absence related to the assault. Lost work
19 time for a period up to and including the first fifteen (15) days of the forty-
20 five (45) day period shall not be deducted from sick leave provided that the
21 teacher files a statement from a licensed physician verifying that the teacher
22 is physically unable to perform teaching duties. When the teacher does not have
23 accumulated sick leave days sufficient to sustain the teacher's regular salary
24 the Board shall provide 45% of the teacher's salary for work time lost beyond
25 the forty-five (45) days to a maximum of 140 provided the teacher files a
26 statement from a licensed physician. If there is a question about the ability
27 of the teacher to perform teaching duties, the Board may require the teacher to
28 select a physician from a panel of qualified physicians. All consulting and
29 examination fees resulting from the Board required examinations will be paid by
30 the Board. The combination of days at full and partial salary shall not exceed
31 185. Wages lost because of disability resulting from the assault for a period
32 longer than 185 days shall be reimbursed to the extent of Board and/or state
33 employee benefit programs. Any physician's statements shall be filed by the
34 teacher with the Division of Personnel Services on a monthly basis.

35
36 Section E Teachers shall be reimbursed for the costs of medical, surgical,
37 hospital or rehabilitative services exceeding the amount of any insurance
38 reimbursement to which the teacher is entitled under coverage provided by the
39 Board and/or the state for personal injury incurred as the result of an assault
40 sustained in the course of employment.

41 42 43 ARTICLE XX - SUMMER SCHOOL

44
45 Section A Positions in the Summer School will be staffed first by
46 qualified persons who are currently employed as teachers in the Jefferson County
47 Public Schools.

48
49 Section B In filling Summer School teaching positions consideration will
50 be given to needs of the educational program, certification, seniority, and
51 teacher preference. When all factors are substantially equal between the
52 applicants seniority will be given paramount consideration.

53
54 Section C Projected locations and teaching positions for Summer School if
55 known shall be published by May 1.

1 Section D Every effort will be made to notify vocational Summer School
2 teachers by May 15 if they are to be employed for Summer School.

3
4 Section E Teachers employed in the Summer School may use up to two (2)
5 days of sick leave accumulated as of the end of the teachers preceding contract
6 year.

7
8 Section F The articles on School Board Authority/Management Rights and
9 Responsibilities, Academic Freedom, Assistance in Assault, Safety, Student
10 Discipline, Teacher Rights and Responsibilities and Teaching Materials and
11 Facilities shall apply to vocational and tuition Summer School.

12
13
14 ARTICLE XXI - SCHOOL CALENDAR

15
16 Section A The Parties agree that the Superintendent will appoint teachers
17 to serve on the School Calendar Committee from among those nominated by the
18 Association.

19
20 Section B The teacher representatives on the Committee shall have the
21 opportunity to offer suggestions and make recommendations with respect to the
22 development of the annual School Calendar.

23
24 Section C The Superintendent's recommendation to the Board pertaining to
25 the annual adoption of the School Calendar shall be provided to the Association
26 at least two weeks in advance of the recommendation.

27
28 Section D The School Calendar shall provide:

29
30 185 paid days including
31 4 paid holidays
32 4 inservice days of which at least one will be a
33 flexible inservice day
34 1 opening day
35 1 closing day

36
37 Section E The School Calendar shall also provide teachers a five-day
38 unpaid Spring Vacation unless required for make up of emergency closing days.

39
40
41 ARTICLE XXII - DEPARTMENT HEADS

42
43 Department Heads will be selected annually by the principal or school
44 center head in conjunction with the faculty members in that department.

45
46
47 ARTICLE XXIII - LIBRARIANS

48
49 Section A One librarian in each school center shall be employed a minimum
50 of seven (7) days extended time. When requested by the librarian and approved
51 by the principal, the extended time may be divided between the opening and
52 closing of school.

53
54 Section B The librarian shall develop the schedule for use of the library
55 subject to approval by the principal. The schedule shall not be altered without
consulting with the librarian.

ARTICLE XXIV - SPECIAL EDUCATION TEACHERS

The Board recognizes its responsibility to provide special education teachers with facilities, materials, and services appropriate to fulfilling their duties consistent with the provisions of PL 94-142 and resulting regulations.

Section A When identified the receiving teacher shall participate in the SBARC meetings when special education pupils move from one exceptionality to another or from a regular school center to a special school center.

Section B Conferences or meetings with parents or legal guardians resulting from PL 94-142 in which teachers are required to participate shall be scheduled during teachers' duty hours whenever possible.

Section C Art, music and physical education shall be provided to pupils in the special education school centers to the extent that those services are provided to pupils of the regular program and to the extent they are appropriate to the exceptionalities of the pupils.

Section D Special education teachers shall be provided time to the extent practicable during duty hours to use for the testing of pupils as required by the district.

Section E Teachers of severely and profoundly handicapped pupils in the special education school centers shall be provided time for annual home visits during duty hours.

ARTICLE XXV - TEMPORARY APPOINTEES

Section A A temporary appointee may be employed to fulfill the duties of a regularly employed teacher on leave of absence. All articles of this Agreement shall apply to temporary appointees except Reduction in Teaching Staff, Leaves of Absence, Summer School, and the insurance benefits provisions of Compensation Schedules.

Section B Temporary appointees shall be compensated at a daily rate equal to their proper placement on the teachers' salary schedule.

Section C Temporary appointees shall be credited with one (1) sick leave day per month which shall not be cumulative from one year to the next. They shall be credited with one (1) emergency leave day for each three (3) months or major portion thereof.

Section D Insurance benefits for temporary appointees shall be the same as for substitute teachers.

Section E The number of days worked as a temporary appointee will be considered in staffing regular teaching positions.

1 ARTICLE XXVI - LEAVES OF ABSENCE

2
3 The Board shall grant leaves to teachers in accordance with state and
4 federal laws and regulations and the provisions of this article.
5

6 Section A Sick Leave
7

- 8 1. Sick Leave with pay will be granted to a teacher if the teacher
9 presents a personal affidavit or a certificate of a reputable
10 physician stating that the teacher or a member of the teacher's
11 "immediate family"* was ill on the day or days absent and providing
12 the teacher has not exhausted current or accumulated sick leave
13 credit.
14
15 2. All teachers shall be credited with ten (10) days sick leave per
16 school year.
17
18 3. Sick leave will be credited on the initial day of employment and shall
19 accumulate without limitation. All sick leave granted under this
20 section shall be in units of full days.
21
22 4. Teachers may not engage in any gainful employment while on sick leave.
23
24 5. If any teacher uses all accumulated sick leave and is still unable to
25 return to assigned duties, the teacher shall apply for and be placed
26 on unpaid medical leave of absence in accordance with Section B 2 of
27 this article. A teacher need not exhaust all sick leave credit in
28 order to exercise the option of requesting to be placed on unpaid
29 medical leave of absence.
30
31 6. All provisions herein shall apply to pregnancy related matters.
32

33 *"Immediate Family" means the teacher's spouse, children, including step-
34 children, parent, and spouse's parents without reference to the location of
35 residence of said relative.
36

37 Section B Medical Leave
38

- 39 1. A medical leave of absence shall be granted for a period of two (2)
40 consecutive school years and, upon subsequent request, may be renewed
41 for two (2) additional years. The written request shall be made to
42 the Division of Personnel Services.
43
44 2. Whenever any teacher has been advised by a physician or otherwise
45 knows of an interruption of teaching duties due to anticipated medical
46 reasons and which may reasonably be expected to last thirty (30) or
47 more days, the teacher shall notify the Division of Personnel Services
48 and upon request be granted a medical leave of absence according to
49 Section A 5 of this article. Such notice shall be given in writing
50 and accompanied by a physician's statement setting out the
51 anticipated date of commencement of interruption of duties and
52 whether the teacher is to retain the same assignment.
53
54 3. The teacher shall notify the Board as soon as possible of any change
55 in the return date. Said notice shall be accompanied by the written
permission of the physician.

1 4. The Board will keep the teacher's assignment available upon
2 resumption of teaching duties provided:

3
4 a. such assignment has not been eliminated during the teacher's
5 absence for any valid reason

6
7 b. the teacher's planned absence does not exceed ninety (90) days.
8

9 Section C Emergency Leave

10
11 For the purpose of this section "emergency" shall mean a sudden unexpected
12 happening; an unforeseen occasion or condition; a sudden or unexpected occasion
13 for action.

14
15 1. Legitimate reasons for granting emergency leave with pay shall
16 include:

17
18 a. death or funeral of relative by blood or marriage (specify
19 relationship)

20
21 b. personal legal matters which cannot be transacted outside school
22 hours which require appearance in court or consultation with an
23 attorney

24
25 c. emergency situations resulting from natural disasters; i.e.,
26 tornado, flood (specify exact reason)

27
28 d. such other reasons of emergency or extraordinary nature as
29 approved by the Assistant Superintendent, Division of Personnel
30 Services. (Letter of explanation required.)

31
32 2. All teachers shall be credited with three (3) days of emergency leave
33 per year. Emergency leave will be credited on the initial day of
34 employment and will not accumulate from year to year. All emergency
35 leave granted under this section will be granted in units of full
36 days.

37
38 Section D Personal Leave

39
40 1. All teachers shall be credited with two (2) days of personal leave per
41 year. The use of these days shall be at the teacher's discretion.

42
43 2. Personal leave will be granted upon request to teachers who give prior
44 notice to the principal or immediate supervisor by noon of the
45 preceding day.

46
47 3. Personal leave days will not be granted for the last five (5) days of
48 the school term.

49
50 4. The principal or immediate supervisor may deny personal leave if the
51 total requests exceed 10% of the teaching staff for any one day.
52
53
54
55

1 Section E Adoption Leave

- 2
- 3 1. A teacher adopting a child shall upon request be granted an unpaid
- 4 leave to commence at any time after receiving de facto custody of said
- 5 child, or prior to receiving such custody if necessary in order to
- 6 fulfill the requirements for adoption.
- 7
- 8 2. The Board will keep the teacher's assignment available upon
- 9 resumption of teaching duties provided:
- 10
- 11 a. such assignment has not been eliminated during the teacher's
- 12 absence for any valid reason
- 13
- 14 b. the teacher has requested such leave at least four (4) weeks
- 15 prior to the anticipated date on which the leave is to commence
- 16
- 17 c. the teacher's planned absence does not exceed ninety (90) days.
- 18
- 19 3. A single adoption leave shall be granted for a period of no more than
- 20 two (2) consecutive school years upon written request by the teacher
- 21 to the Division of Personnel Services.
- 22

23 Section F Child Rearing Leave

- 24
- 25 1. A teacher upon request shall be granted an unpaid leave for the
- 26 purpose of rearing the teacher's child(ren).
- 27
- 28 2. The Board will keep the teacher's assignment available upon
- 29 resumption of teaching duties provided:
- 30
- 31 a. such assignment has not been eliminated during the teacher's
- 32 absence for any valid reason
- 33
- 34 b. the teacher has requested such leave at least four (4) weeks
- 35 prior to the anticipated date on which the leave is to commence
- 36
- 37 c. the teacher's planned absence does not exceed ninety (90) days.
- 38
- 39 3. A single child rearing leave shall be granted for a period of no more
- 40 than two (2) consecutive school years upon written request by the
- 41 teacher to the Division of Personnel Services.
- 42

43 Section G Instructional Improvement Leave

- 44
- 45 1. Upon approval of the principal or immediate supervisor and the
- 46 Regional Superintendent teachers may be excused from regular duties
- 47 without loss of pay to participate in observations, workshops,
- 48 inservice days, or other activities devoted to the improvement of
- 49 curriculum and/or instruction.
- 50
- 51 2. Applications for paid instructional improvement leave under this
- 52 section shall be submitted in accordance with established procedures.
- 53
- 54 3. There shall be no limitation on the number of leave days used
- 55 consecutively for instructional improvement leave.

1 Section H Professional Leave

2
3 A leave of absence of up to two (2) years shall be granted to any teacher
4 upon application for educational or professional purposes. Upon return if the
5 teacher submits evidence in accordance with established procedures that this
6 leave was used for the stated purpose for which it was granted, the teacher
7 shall be placed on the salary schedule at the level which would have been
8 achieved had the teacher remained actively employed in the system during the
9 period of absence, provided however that time spent on said leave will not count
10 toward the fulfillment of the time requirements for acquiring a continuing
11 contract.

12 Section I Military Leave

13
14 Any teacher who enters active duty shall be granted an unpaid leave for a
15 period not to exceed the initial period of service. Any teacher on military
16 leave and within ninety (90) days after the teacher's separation from military
17 service shall upon written application be restored to a position in the
18 employment of the Board, provided the teacher shall furnish proof of discharge
19 or separation from service under honorable conditions and be found by a
20 physician selected by the Board to be in a satisfactory state of health for the
21 performance of teaching duties. Upon return the teacher shall be placed on the
22 salary schedule at the level which would have been achieved had the teacher
23 remained actively employed in the system during the period of absence.

24 Section J Political Activity Leave

25
26 An unpaid leave of absence shall be granted to any teacher upon application
27 for the purpose of campaigning for or serving in public office once the teacher
28 becomes a bona fide candidate for such office. The teacher's assignment will be
29 kept available for resumption of teaching duties provided the teacher's planned
30 absence does not exceed ninety (90) days.

31 Section K Jury Duty Leave

32
33 Any teacher who serves on a jury in any duly constituted local, state or
34 federal court shall be granted leave with full compensation less any
35 compensation received as jury pay, for the period of actual jury service, which
36 leave shall be in addition to all other leave to which the teacher may be
37 entitled.

38 Teachers claiming compensation for jury duty shall comply with the
39 following procedures:

- 40
41
42 1. A copy of the jury duty subpoena must be provided to the school
43 principal or immediate superior prior to the first day involving jury
44 duty service.
45
46 2. If assigned to jury duty, the Verification of Jury Duty form
47 (available from the payroll department) must be completed each pay
48 period and forwarded with the Payroll Exception card which the school
49 submits to the Director of Finance.
50
51 3. Compensation received for jury duty must be endorsed in favor of the
52 Board and delivered to the principal or immediate superior for
53 transmittal to the Director of Finance.
54
55

- 1 4. If the total amount received for jury duty includes travel expense, a
2 personal check (payable to the Jefferson County Board of Education)
3 for the amount of compensation received for jury duty service only and
4 excluding the travel expense portion should be delivered to the
5 principal or immediate superior for transmittal to the Director of
6 Finance.
7

8 Section L Association President Leave
9

10 The Board shall upon request grant a full time leave to the president of
11 the Association for the school year for which the president is elected, without
12 the loss of salary, step increment, or Board paid fringe benefits, subject to
13 reimbursement to the Board by the Association.
14

15 The basis of reimbursement for such leave shall be all costs incurred by
16 the Board resulting from the leave. Following the leave the teacher will be
17 returned to the assignment held prior to leave. In the event the assignment is
18 not available, the teacher will be given a comparable assignment.
19

20 Section M Association Leave
21

22 The Board shall grant the Association an annual maximum of one hundred
23 seventy-five (175) leave days as requested for teachers for attendance at
24 regional, state or national meetings or for the conduct of necessary Association
25 business. The allocation of such paid Association leave days shall be
26 determined by the Association except that no teacher shall use more than eight
27 (8) days per school year. The Association may authorize a maximum of five (5)
28 teachers to be exempt from the eight (8) day per year limitation. When a teacher
29 uses Association leave who is exempt from the eight (8) day limitation the
30 Parties shall meet and plan how to minimize any adverse effect resulting from
31 the teacher's absence. This may include the use of a substitute teacher serving
32 as an assistant for which the cost shall be reimbursed to the Board by the
33 Association. The Association will reimburse the Board for the cost of any
34 substitute teacher pay for these leave days.
35

36 Section N Resumption of Benefits Following Leave
37

38 When the teacher resumes service in the district following leave any unused
39 accumulated sick leave will be restored. Any teacher granted a leave which
40 affects the continuation of benefits provided by the Board shall assume
41 responsibility for making arrangements for continuation of said benefits during
42 the term of said leave. The Board will provide assistance and information with
43 the ultimate responsibility for all notices remaining with the teacher.
44

45 Section O Length of Consecutive Leaves of Absence
46

47 The Board may deny Adoption Leave, Child Rearing Leave, or Professional
48 Leave when the granting of such leave would result in absence from duty for a
49 period longer than two (2) consecutive school years without at least one-half
50 (1/2) intervening year of active service as a teacher. Time while a teacher is
51 on unpaid Professional Leave serving as a released full-time salaried officer of
52 the Association or the Kentucky Education Association or the National Education
53 Association shall not apply under this section.
54
55

1 Section P Court Appearance Leave
2

3 Any teacher who is summoned to a local, state, or federal court for reasons
4 directly connected with the teacher's employment shall be granted paid leave
5 after properly presenting the approved form certifying the court appearance.
6 This section shall not apply when the teacher is a plaintiff or witness against
7 the Board or its agents, or when the teacher is a plaintiff in cases without
8 Board sanction.
9

10 Section Q Notarizing Leave Affidavits
11

12 The principal will make arrangements for notarizing without charge the
13 personal affidavits of teachers for leave where required.
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ARTICLE XXVII - COMPENSATION SCHEDULES, 1979/80

Section A Teachers Salary Schedule (185 days)

YEARS EXPER.	RANK III		RANK III+15		RANK II		RANK II+15		RANK I	
	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY
0	1.000	\$11,172	1.045	\$11,675	1.090	\$12,177	1.135	\$12,680	1.180	\$13,183
1	1.043	11,652	1.088	12,155	1.133	12,658	1.178	13,161	1.223	13,663
2	1.086	12,133	1.131	12,636	1.176	13,138	1.221	13,641	1.266	14,144
3	1.129	12,613	1.174	13,116	1.219	13,619	1.264	14,121	1.309	14,624
4	1.172	13,094	1.217	13,596	1.262	14,099	1.307	14,602	1.352	15,105
5	1.215	13,574	1.260	14,077	1.305	14,579	1.350	15,082	1.395	15,585
6	1.258	14,054	1.303	14,557	1.348	15,060	1.393	15,563	1.438	16,065
7	1.301	14,535	1.346	15,038	1.391	15,540	1.436	16,043	1.481	16,546
8	1.344	15,015	1.389	15,518	1.434	16,021	1.479	16,523	1.524	17,026
9	1.387	15,496	1.432	15,998	1.477	16,501	1.522	17,004	1.567	17,507
10	1.430	15,976	1.475	16,479	1.520	16,981	1.565	17,484	1.610	17,987
11	1.473	16,456	1.518	16,959	1.563	17,462	1.608	17,965	1.653	18,467
12	1.516	16,937	1.561	17,439	1.606	17,942	1.651	18,445	1.696	18,948
13	1.630	18,210	1.670	18,657	1.685	18,825	1.730	19,328	1.775	19,830
14					1.780	19,886	1.825	20,389	1.840	20,556
15									1.930	21,562

1. \$800 increment for earned doctorate (Rank I+) in subject fields or areas approved by the State Board of Education for certification purposes.
2. Longevity increments for creditable experience as recognized by the Jefferson County Public Schools.
 - a. 20 years creditable experience - \$300
 - b. 25 years creditable experience - \$500
3. Teachers paid on this schedule shall be provided with the choice of a 21 or 26 Pay Plan.

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Section B ¹Insurance Benefits

1. Health and hospitalization insurance on single premium basis or same premium dollar amount for Health Maintenance Organization - full premium paid by State.
2. \$3,000 term life insurance - full premium paid by State.
3. Term life insurance equal to pay on the Teachers Salary Schedule - full premium paid by Board.
4. Cancer insurance for individuals - full premium paid by Board.
5. Long term disability income protection insurance - full premium paid by Board.
6. Voluntary Employee Group Insurance Program - full premium paid by employee through payroll deductions (any or all coverages)
 - a. Homeowners or Renters Insurance
 - b. Automobile Insurance
 - c. Permanent Life Insurance - Employee and Family
 - d. Term Life Insurance - Employee and Family
 - e. Accidental Death and Dismemberment Insurance - Employee and Family
 - f. Legal Services - Employee and Family

¹For full-time teachers working on limited or continuing contract.

Section C Extra Service Pay Schedule

1. Athletic and Related Activities (Senior High Schools)

		Steps					
	Index	0	1	2	3	4	
8	Athletic Director	1.2	\$1493	\$1726	\$1959	\$2192	\$2425
9	Head Football	1.0	1244	1438	1633	1827	2021
10	Head Basketball	1.0	1244	1438	1633	1827	2021
11	Asst. Football	.6	747	863	980	1096	1213
12	JV Basketball	.6	747	863	980	1096	1213
13	9th Grade Basketball	.6	747	863	980	1096	1213
14	Track	.6	747	863	980	1096	1213
15	Baseball	.6	747	863	980	1096	1213
16	Wrestling	.6	747	863	980	1096	1213
17	Cheerleaders	.5	622	719	816	913	1010
18	Drill Corps	.5	622	719	816	913	1010
19	Cross Country	.4	498	574	653	731	808
20	Field Hockey	.4	498	574	653	731	808
21	Golf	.4	498	574	653	731	808
22	Gymnastics	.4	498	574	653	731	808
23	Soccer	.4	498	574	653	731	808
24	Swimming	.4	498	574	653	731	808
25	Tennis	.4	498	574	653	731	808

¹ Increment is provided each for either boys team or girls team or both teams.

² Increment is provided for the program with one team; increment times 1½ is provided when the program includes two teams.

Note: These increments based on meeting approved criteria for the activities.

2. Other Activities (Senior High Schools (and YPAC¹))

		Steps				
	Index	0	1	2	3	4
Band Director	.8	\$ 995	\$1151	\$1306	\$1462	\$1617
Choral Director	.35	436	503	571	639	708
Newspaper	.35	436	503	571	639	708
Yearbook	.35	436	503	571	639	708
Drama	.35	436	503	571	639	708
Speech and Debate	.35	436	503	571	639	708
YPAC Instrumental Music	.35	436	503	571	639	708
Director						

Note: These increments based on meeting approved criteria for the activities.

1 3. Activities in Middle Schools

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9 1 Increment is provided each for either boys team or girls team or both teams.

10

11 Note: These increments based on meeting approved criteria for the activities.

12

13

14

15

16 4. Department Head (Middle and Senior High Schools)

17

18	2-3 teachers in department	\$200 per school year
19	4-6 teachers in department	350 per school year
20	7 or more teachers in department	700 per school year

21

22

23

24

25 5. Extra Service Pay Schedule increments are paid only for services actually

26 rendered.

27

28 Section D Summer School Pay

- 29
- 30 1. Vocational teachers employed in the Summer School will be paid at
- 31 their regular daily rate prorated to the number of hours.
- 32
- 33 2. Teachers employed in the tuition-funded Summer School will be paid
- 34 at the rate or \$8.00 per hour.
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ARTICLE XXVIII - MISCELLANEOUS

Section A The Board's procedure for placement of student teachers shall contain a provision which provides the teachers with an opportunity to request that student teachers be placed with them. The Association will be involved with the development of this provision in the procedure.

Section B The Board's procedure for selection of teachers to curriculum writing and textbook selection committees shall contain a provision which provides teachers with an opportunity to request an assignment to such committees. The Association will be involved in the development of this provision in the procedure.

Section C The Parties recognize that teacher training institutions accredited by such organizations as the National Council for Accreditation of Teacher Education (NCATE), the Southern Association of Colleges and Schools (SACS), and other regional accrediting associations promote adherence to worthy standards. The Board will make an effort to employ new teachers who are graduates of these accredited institutions.

ARTICLE XXIX - GRIEVANCE PROCEDURE

Section A Definitions

1. Grievance means an allegation or complaint that there has been a violation, misinterpretation or improper application of one or more specific provisions of this Agreement or any complaint alleging improper, arbitrary or discriminatory conduct.
2. Grievant means the person(s) or Association making the allegation or complaint.
3. Party-in-interest means the person(s) or Association making the allegation or complaint or any party who might be required to take action or against whom action might be taken in order to resolve the grievance.
4. Immediate Supervisor means -
 - (a) The principal or school center head
 - (b) The principal or school center head with whom the grievance has been filed when the teacher is assigned to more than one location
 - (c) The administrator by whom the teacher is evaluated when the teacher is not assigned to an individual school location.

Section B Purpose

1. The purpose of this Grievance Procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise affecting the welfare or working conditions of teachers. The Parties agree that these proceedings will be kept as informal as may be appropriate at any level of the procedure.

- 1 2. Nothing contained herein will be construed as limiting the right of
2 any teacher having a grievance to discuss the matter informally with
3 any appropriate member of the administration, and to have the
4 grievance adjusted without intervention by the Association, provided
5 that the adjustment is not inconsistent with the terms of this
6 Agreement and that the Association after Level I A has been given an
7 opportunity to be present at such adjustment and to state its views.
8

9 Section C Representation

10
11 A grievant may be represented by the Association at all stages of the
12 Grievance Procedure after Level I A.
13

14 Section D Procedure

15
16 Since it is important that grievances be processed as rapidly as possible,
17 the timetable specified at each level should be considered as a maximum and
18 every effort should be made to expedite the process. The time limits specified
19 may, however, be extended by mutual agreement.
20

21 In the event a grievance is filed at such a time that it cannot be processed
22 through all the steps in this Grievance Procedure by the end of the school year,
23 the time limits set forth herein will be reduced so that the procedure may be
24 exhausted prior to the end of the school year or as soon thereafter as is
25 practicable.
26

27 Level I A A teacher with a grievance shall first inform the immediate
28 supervisor or the appropriate administrator within fifteen (15) days
29 of awareness of the incident or condition which is the basis of the
30 grievance with the objective of resolving it informally.
31

32 Level I B If the grievant is not satisfied with the disposition of
33 the grievance a meeting with the school center head shall be held with
34 the objective of resolving the grievance informally.
35

36 Level I C If the grievance is not resolved informally the grievant
37 may file the grievance in writing with the immediate supervisor or
38 appropriate administrator. The immediate supervisor or appropriate
39 administrator shall respond in writing within three (3) days.
40

41 Level II If the grievant is not satisfied with the disposition of the
42 grievance at Level I C, or if no decision has been rendered within
43 three (3) days after receipt of the grievance, the grievant may within
44 ten (10) days submit the written grievance to the Regional
45 Superintendent/ designee with copies to the Superintendent/designee,
46 the administrator, and the Association. The Regional
47 Superintendent/designee shall have five (5) days to resolve the
48 grievance or write a decision which shall be submitted to the grievant
49 with copies to the Superintendent/designee, the administrator, and the
50 Association.
51

52 The Superintendent/designee shall have a hearing within five (5)
53 days after receipt of the written decision of the Regional
54 Superintendent/designee. The Superintendent/designee shall have a
55 written decision seven (7) days after receipt of the written decision
of the Regional Superintendent/designee.

1 Level III If the grievant is not satisfied with the disposition of
2 the grievance at Level II, or if no written decision has been rendered
3 within twelve (12) days after the grievance has been submitted at
4 Level II the Association may submit the grievance to arbitration. The
5 Association shall notify the Superintendent/designee within twenty-
6 five (25) days. If a question as to the arbitrability of an issue is
7 raised by either party, such question shall be determined in the first
8 instance by the arbitrator.
9

10 Within five (5) days from the date of the receipt of the request
11 for arbitration, the Parties shall request the Federal Mediation and
12 Conciliation Service (FMCS) to provide a list of five (5) impartial
13 persons qualified to act as arbitrators. The Parties shall meet
14 within three (3) days after the receipt of such a list. The Parties
15 will each strike one arbitrator's name from the list of five (5) and
16 will then repeat the procedure. The remaining person shall be the
17 duly selected arbitrator.
18

19 The arbitrator shall have authority to hold hearings and make
20 procedural rules consistent with this Agreement. Such hearings shall
21 be held as promptly as practicable after the request for arbitration
22 and the arbitrator shall issue the decision within a reasonable time
23 but no later than sixty (60) days after the date of the close of the
24 final hearing. If the Parties mutually agree, hearings may be waived
25 and the arbitrator's decision made on the basis of final statements
26 and evidence submitted to the arbitrator.
27

28 The arbitrator shall be without power or authority to alter,
29 amend or modify any of the terms of this Agreement or to make any
30 decision which requires the commission of an act prohibited by law or
31 which is violative of the terms of this Agreement. The decision of
32 the arbitrator will be submitted in writing and shall set forth
33 findings of fact and conclusions to the Parties and will be final and
34 binding on the Parties, unless rejected by a four-fifths (4/5) vote of
35 the Board voting at a public meeting to be held within fifteen (15)
36 days. Prior to the Board voting the Association shall have the right
37 to have a representative appear and present the Association's
38 position. The costs for the services of the arbitrator, including per
39 diem expenses if any, travel and subsistence expenses and the cost of
40 any hearing room will be borne equally by the Parties. All other
41 costs will be borne by the party incurring them.
42

43 Section E Grievances Filed at Level Above Immediate Supervisor

44

45 If grievances arise from action or inaction on the part of an administrator
46 at a level above the immediate supervisor the grievant may file such grievance
47 in writing at Level II after first attempting to resolve it informally. If the
48 grievance is not resolved it shall be processed through the applicable steps of
49 Section D. The Association may process such a grievance through all levels of
50 the procedure.
51

52 Section F Grievance Meetings and Hearings

53

54 All meetings and hearings provided for by this Grievance Procedure shall be
55 held in private and shall include only such parties in interest, their
representative(s), and witnesses as necessary.

1 Section G Grievance Records

2
3 All official records of processing a grievance shall be filed separately
4 from the personnel file of the grievant.

5
6 Section H Grievance Forms

7
8 Grievance forms and other necessary documents will be prepared jointly by
9 the Superintendent/designee and the Association. The Association shall have the
10 responsibility for appropriate distribution of the forms for filing grievances.
11 The costs of grievance forms will be borne by the Board.

12
13 Section I Miscellaneous

- 14
15 1. The Board and the Association shall make available upon written
16 specific request to the other such information as is necessary to
17 effectively process grievances.
18
19 2. Neither the Board nor the Association shall assert or submit any
20 ground or evidence before a grievance arbitrator which has not been
21 previously disclosed to the other party.
22
23 3. The Association and the aggrieved party will be required to exhaust
24 this Grievance Procedure including arbitration before seeking
25 alternative remedies, provided that by doing so they will not be
26 deemed to have waived or otherwise prejudiced any constitutional,
27 statutory, or other legal rights that they may have.
28
29 4. If in the judgment of the Association a grievance affects a group or
30 class of teachers, the Association may initiate and submit such a
31 grievance in writing. When such a grievance arises outside of a
32 building the Association will attempt to resolve it informally before
33 processing it through the applicable steps of Section D, starting at
34 Level II. The Association may process such a grievance through all
35 levels of the procedure.
36
37 5. When it is necessary for the aggrieved party, a Grievance
38 Representative and/or other representative designated by the
39 Association to participate in a mutually scheduled grievance meeting
40 or hearing during the school day, the party will, upon notice to the
41 principal or appropriate administrator by the Association be released
42 without loss of pay as necessary in order to permit participation in
43 the meeting. Any teacher whose appearance is necessary in such
44 meetings or hearings as a witness will be accorded the same right.
45
46 6. Decisions rendered at Levels I C and II of the Grievance Procedure
47 will be in writing, setting forth the decision and the reason therefor
48 and will be transmitted promptly to all parties-in-interest and to the
49 Association. Decisions rendered at Level III will be in accordance
50 with the procedure set forth in Section D, Level III.
51
52
53
54
55

1 ARTICLE XXX - NEGOTIATION OF A SUCCESSOR AGREEMENT

2
3 The Parties agree that negotiation on a successor Agreement will begin no
4 later than April 1 of the calendar year in which this Agreement expires.
5
6

7
8 ARTICLE XXXI - RESOLUTION OF IMPASSE
9

10 Section A An impasse may be declared by either party. These procedures
11 shall be followed for resolving negotiation impasse.
12

- 13 1. The Parties shall first attempt to mutually agree upon a mediator.
14
15 2. If the Parties fail to agree on a mediator within three (3) days of
16 the declaration of impasse, the mediator shall be selected in
17 accordance with the procedures of the Federal Mediation and
18 Conciliation Services (FMCS).
19
20 3. If the mediator is not successful in resolving the impasse within ten
21 (10) days a Factfinding Panel shall be selected. The Panel shall
22 consist of the following: one member appointed by the Board and one
23 member appointed by the Association, such appointments to be made
24 within five (5) days. These two members shall within five (5) days
25 appoint a third member to the Panel who shall serve as chairperson.
26 If they cannot agree within five (5) days on the chairperson the FMCS
27 shall be requested to submit to the Parties a list of three (3)
28 persons qualified to serve as chairperson. The nominees must be
29 available to begin serving within ten (10) days.
30

31 After receiving the list of nominees the Parties shall within
32 five (5) days exchange the names of two (2) nominees they desire to
33 scratch. If the Parties do not have a single choice for chairperson
34 or if the Parties do not have the same second choice the chairperson
35 shall be the person receiving one second choice vote.
36

- 37 4. The Factfinding Panel shall investigate, make findings of fact and
38 recommend a solution. The written findings and recommendations of the
39 Panel shall be presented to the Parties within ten (10) days from the
40 time the chairperson is appointed; however, by mutual agreement the
41 Parties may extend this time limit.
42
43 5. The Parties shall notify each other in writing within ten (10) days
44 after the written findings and recommendations have been made as to
45 whether they accept the advisory recommendations of the Factfinding
46 Panel.
47
48 6. In the event either party does not accept the Factfinding Panel's
49 recommendations such written notification shall include the specific
50 findings and recommendations which the party disagrees with and the
51 reason for such disagreement. If either party does not accept the
52 recommendations, the Panel shall publicize its findings of fact and
53 recommendations.
54
55

1 7. Any costs or expenses authorized by either party will be borne by that
2 party. At such time as the procedure of the Factfinding Panel is
3 invoked costs of this third member of the Panel will be borne equally
4 by the Parties. Any costs or expenses of the mediator or any costs
5 and expenses of the chairperson of the Panel shall be borne equally by
6 the Parties.
7

8 Section B The Parties may mutually agree to reduce or increase the
9 timelines in this article.
10

11 ARTICLE XXXII - PRINTING THE AGREEMENT
12
13

14 Copies of this Agreement shall be printed by the Board and distributed to
15 all teachers now employed and hereafter employed. The Board shall furnish a
16 reasonable number of copies of the Agreement to the Association for its use.
17
18

19 ARTICLE XXXIII - SAVINGS CLAUSE
20

21 Should any Article, Section or Clause of this Agreement be declared illegal
22 or contrary to federal or state regulations by a court of competent
23 jurisdiction, it shall be automatically deleted from this Agreement to the
24 extent that it violates the law or regulation. The remaining Articles, Sections
25 and Clauses shall remain in full force and effect for the duration of the
26 Agreement, if not affected by the deleted Article, Section or Clause.
27
28

29 ARTICLE XXXIV - DURATION
30

31 Section A This Agreement shall be in full force and effect from
32 September 1, 1979 through August 31, 1982 with the exception of Compensation
33 Schedules for the school years 1980/81 and 1981/82.
34

35 Section B The Board agrees to take such action as is necessary to give
36 full force and effect to the provisions of this Agreement. The Board shall make
37 no change in past policy, rule or practice affecting teachers wages, hours or
38 working conditions without mutual agreement between the Board and the
39 Association. This Agreement shall supersede any rules, regulations or practice
40 of the Board which shall be contrary to or inconsistent with its terms.
41

42 Section C Either party desiring changes, additions or deletions in the
43 Agreement shall notify the other party in writing and request a conference which
44 must be held within thirty (30) days. Changes, deletions, or additions will be
45 negotiated only upon mutual consent of both parties.
46

47 Section D This Agreement is made and entered into on this 20th day of
48 August, 1979 by and between the Jefferson County Board of Education and the
49 Jefferson County Teachers Association.
50
51
52
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55

1 Board of Education of Jefferson County, Kentucky
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E. B. Young, Jr.

E. B. Young, Jr., Chairman

E. C. Grayson

E. C. Grayson, Superintendent

David DeRuzzo

David DeRuzzo, Chief Deputy

Claude Purvis

Claude Purvis, Director

Contract Administration

Chief Negotiator

18 Jefferson County Teachers Association
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Lloyd R. May

Lloyd R. May, President

Martin L. Bell

Martin L. Bell, Executive Director

Chief Negotiator

Charlotte McCormick

Charlotte McCormick, Chairperson

Negotiation Team

Jane Charmoli

Jane Charmoli, Co-Chairperson

Negotiation Team

JEFFERSON COUNTY BOARD OF EDUCATION NEGOTIATION TEAM

Claude Purvis, Chief Negotiator
Director of Contract Administration

Frank Collesano, Director
Planning and Budgeting Services

Mary Anna Lowry, Principal
Rutherford Elementary School

William Craigmyle, Director
Secondary Education

Dawson Orman, Deputy Superintendent
Department of School Operations

Minor Daniels, Director
Employee Relations

Frank Rapley, Assistant Superintendent
Division of Management and Budget

Charles Grissett, Treasurer
Jefferson County Public Schools

Milton Russman, Principal
Bloom Elementary School

Geneva Hawkins, Principal
Western Middle School

Hughlyne Wilson, Assistant Superintendent
Division of Personnel Services

June Bloyd, Secretary

JEFFERSON COUNTY TEACHERS ASSOCIATION NEGOTIATION TEAM

Martin L. Bell, Chief Negotiator
Executive Director

Pat Carey, CORE
Newburg Middle School

Mark McCaulley, Horticulture
Mill Creek Voc. Rehab. Center

Jane Charmoli, Fourth Grade
Kenwood Elementary School
Past President

Charlotte McCormick, First Grade
Kerrick Elementary School

Harris Hagerthey, Science
Stuart High School

Judy Sharp, CORE
Kammerer Middle School

Lloyd R. May, Math
Westport High School
President

Laura Wilberding, Reading
Sanders Elementary School

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Bureau of Labor Statistics
Collective Bargaining Studies

U.S. Department of Labor

SEP 23 1981



830677

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September 10, 1981

*This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.*

Form Approved
O.M.B. No. 044-R0003



Director of Contract Administration
County of Jefferson
Vanhooe Education Center
Louisville, Kentucky 40218

Respondent:

We now have on file a copy of your collective bargaining agreement(s): covering the Teachers with the Jefferson County Teachers Association.

We would appreciate your sending us the following information to complete our files:

Number of employees covered 5302.

Please return this form with your information in the enclosed envelope which requires no postage.

Thank you for your cooperation.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

X 8/82